

To whom it may concern,

This is the complaint I am bringing against The Orchard. The Orchard and my company Rhyme Tyme Records have an agreement that they distribute my companies music in stores and online. The Orchard receive a package from me which included nearly 600 original music albums that my company produced. I had an agreement with The Orchard that they would distribute these cds to digital stores When they received the cds they uploaded all of the music and sent me the artwork to upload and it was agreed that after I uploaded the artwork the cds the cds could then be sent to the digital stores and the encoding fee would be waived for these cds as they were waved in a previous shipment. It was agreed that because I was providing the Orchard with such a high volume of original music that encoding fees would be assessed under the upcoming new agreement that would be reached when the new Release Builder 2.0 workstation would be released to my account. I am asking that The Orchard complete there agreement for the 595 cd shipment. I am also asking that new agreement in which an encoding fee of \$5 per cd be assessed for each new cd released and encoding fee is to be recuperated after digital stores release each cd however the encoding fee amount for the new agreement is negotiable.

Thank you,



Lee Carter

Owner

Rhyme Tyme Records